

REMARKS

Claims 1-5 and 17-23 are pending. Claim 16 was previously canceled. Claims 1, 7, and 8 are amended herein. No new matter has been added.

Claims 1-3, 5-17 and 19-23 stand rejected under 35 U.S.C. § 102(e) as being allegedly anticipated by U.S. Patent No. 6,694,316 ("Langseth"). Claims 4 and 18 stand rejected under 35 U.S.C. § 103(a) as being allegedly obvious over Langseth in view of U.S. Patent No. 6,633,910 ("Rajan").

Rejection of Claims 1-3, 5-17 and 19-23 under 35 U.S.C § 102(e)

Claims 1-3, 5-17 and 19-23 stand rejected under 35 U.S.C 102(e) as being allegedly anticipated by Langseth. This rejection is respectfully traversed.

Langseth fails to disclose each and every element of amended independent claims 1, 7, 8, 19 and 23. Specifically, Langseth fails to disclose prompting the customer to select at least one instruction, wherein the at least one instruction is executed by the financial institution if the at least one requested event is triggered.

Briefly, Langseth discloses a "personalized intelligence network" that delivers "a plurality of channels of personalized and timely informational and transactional content" to individuals. *See Abstract*. "Users may subscribe to various channels of content and to specific services within each channel." *Id.* Langseth discloses that one of the channels is a "financial channel" and, in one example, "a subscriber may select to be notified immediately after his stock portfolio experiences a predetermined amount of change, such as 10%, for example." Col. 5, lines 30-32; *see also* Col. 11 lines 7-48.

The instantly claimed methods and systems, on the other hand, provide customers with greater options than the cited reference. In addition to receiving an alert when a certain event occurs, customers may link instructions to those events in order to have those instructions executed by the financial institution upon their occurrence. There is a difference between an instruction to alert the customer and an instruction to execute a transaction based on an event. This distinction is clearly disclosed in the specification, for example:

[I]f the MC has a broker relationship with the host, an embodiment of the present invention contemplates a multiple alert scenario, wherein, for example, the MC requests notification when a particular stock hits a specified value. This is the first alert. The

MC further instructs the host broker at the time of establishing the first alert, to buy X shares of the stock, using funds from a specified account, when the stock reaches this specified value. The host broker sends a second alert notifying the MC that the transaction has been completed. Alternatively, after sending the first alert, instead of purchasing the stock automatically, the host broker is instructed by the MC to wait for a reply message from the MC prior to purchasing the stock.

Page 15, lines 5-19 (emphasis added). The pending claims, therefore, have the added and undisclosed benefit of allowing customers to have previously-stored instructions to perform financial transactions automatically executed by the financial institution upon the occurrence of an event. Alternatively, the customer may be alerted to the event and asked for a confirmation before the instructions are executed by the financial institution.

On pages 2-3 of the Office Action, the Examiner indicates that the claims cannot be narrowed by reading the disclosed limitations into the claim. Without acquiescing in the Examiner's position, claims 1, 7, and 8 have been amended to more specifically recite that the instruction is executed by the financial institution "when the at least one requested event is triggered." Thus, the "instruction" is clearly different from the "requested event," as the "instruction" relates to a financial transaction that may be **executed** by the financial institution, as opposed to the mere **notification or alerting** of the customer.

In fact, on page 8 of the Office Action, the Examiner fails to provide any support whatsoever for the assertion that Langseth discloses this limitation. This deficiency alone shows the Examiner has not established a *prima facie* case of anticipation. And there is simply no disclosure in Langseth regarding the execution of an instruction by a financial institution when a requested event is triggered. Thus, Langseth clearly fails to disclose each and every limitation of the pending claims.

Similarly, Langseth fails to disclose each and every element of claims 19 and 23, which recite executing the instruction if a reply message or a confirmation is received, respectively. As discussed above, Langseth merely provides an alert to a customer, but does not disclose the execution of an instruction by a financial institution.

Because independent claims 1, 7, 8, 19, and 23 are believed to be allowable, claims 2, 3, 5, 6, 9-15, 17 and 20-22 are also believed to be allowable for at least the reason that they depend on claims 1, 8 and 19. Therefore, it is requested that the rejection under 35 U.S.C. §102(e) be withdrawn.

Rejection of Claims 4 and 18 under 35 U.S.C. § 103(a)

Claims 4 and 18 stand rejected under 35 U.S.C. § 103(a) as being allegedly obvious over Langseth in view of U.S. Patent No. 6,633,910 ("Rajan"). This rejection is respectfully traversed.

As discussed above, Langseth fails to teach or suggest prompting the customer to select at least one instruction, wherein the at least one instruction is performed by the financial institution if the at least one requested event is triggered of amended independent claims 1 and 8. Rajan fails to rectify the deficiency of Lagseth. Because amended independent claims 1 and 8 are believed to be allowable, claims 4 and 18 are also believed to be allowable for at least the reason that they depend on claims 1 and 8 respectively. Therefore, it is requested that the rejection under 35 U.S.C. §103(a) be withdrawn.

CONCLUSION

In view of the forgoing remarks/arguments, each of the claims in the application is believed to be in condition for immediate allowance. Accordingly, the Examiner is respectfully requested to reconsider and withdraw the rejection and to pass the application to issue. If the Examiner believes that the prosecution might be advanced by discussing the application with the undersigned representative, in person or over the telephone, we welcome the opportunity to do so. In addition, if any additional fees are required in connection with the filing of this response, the Commissioner is hereby authorized to charge the same to Deposit Account 50-4402.

Respectfully submitted,

Date: October 8, 2010

By: /Eric L. Sophir, Reg. No. 48,499/

King & Spalding LLP

Eric L. Sophir

1700 Pennsylvania Avenue, NW, Suite 200

Registration No. 48,499

Washington, DC 20006-4706

(202) 737-0500